AMEN	DMENT OF SOLICITATI	ON/MC	DIFICATION C	OF CONTRACT		CONTRACT ID CO CaTS SB	DDE F	PAGE (OF PAGES
	IT/MODIFICATION NUMBER	3.	EFFECTIVE DATE	4. REQUISITION/PURCHAS			5. PROJECT I	NUMBER	(If applicable)
6. ISSUED BY	3 Master Modification	DE		7. ADMINISTERED BY	(If othe	er than Item 6)	CODE		
GSA Fede Human Ca	ral Acquisition Service pital & Training Solutions ade Center, New York, NY				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, and them by			
8. NAME AND	ADDRESS OF CONTRACTOR (Number	er, street, co	ounty, State and ZIP Co	de)	(X)	9A. AMENDMEN	NT OF SOLICITA	ATION NU	JMBER
See Attach	ment 1- Signatures								
	J					9B. DATED (SEE	E ITEM 11)		
						10A. MODIFICA	TION OF CONT	DACT/OD	DED NUMBER
					\times	All HCaTS S			DER NUMBER
		I				10B. DATED (SE	EE ITEM 13)		
CODE	11 TUIC		Y CODE	AMENDMENTS OF	SOL I	7/17/2023			
	e numbered solicitation is amended as s					is extended.		extended.	
	nowledge receipt of this amendment pri						•		l:#4 - d-
	ng items 8 and 15, and returning Ite letter or electronic communication w								
RECEIVED AT	THE PLACE DESIGNATED FOR THE	RECEIPT (OF OFFERS PRIOR TO	THE HOUR AND DATE SP	ECIFIE	ED MAY RESULT I	N REJECTION	OF YOUR	OFFER. If
-	amendment you desire to change an of makes reference to the solicitation and	-					provided each le	etter or ele	ectronic
	ING AND APPROPRIATION DATA (If r		ment, and is received pr	nor to the opening flour and	uale 5	pecilied.			
	•	. ,							
				DIFICATIONS OF CO R NUMBER AS DESC					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED NUMBER IN ITEM 10A.) PURSUAI	NT TO: (Specify author	ity) THE CHANGES SET FO)RTH I	N ITEM 14 ARE M	ADE IN THE CO	NTRACT	ORDER
	B. THE ABOVE NUMBERED CONTR appropriation data, etc.) SET FOR						changes in pay	ing office,	
X	c. THIS SUPPLEMENTAL AGREEME FAR 43.103(a) Mutual Agre	eement	of the Parties	IT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification	on and auth	ority)						
E. IMPORT	ANT: Contractor is not	× is red	quired to sign this o	document and return		1 copies	s to the issui	ng office	€.
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION	N (Organize	ed by UCF section headi	ings, including solicitation/co	ntract	subject matter whe	ere feasible)		
This modifi	cation will be applied to all I	HCaTS (contracts. The pu	urpose of this modifi	catio	n is as follow	s:		
-Incorporation	on of FAR 52.204-27 Prohibitio	n on a B	yteDance Covered	Application;					
-Changes in	terms and conditions as they	read in th	ne attached "Summ	nary of Changes"					
	ateral modification and the cor ached to each individual contra		_	-					
Except as provi	ded herein, all terms and conditions of t	he docume	nt referenced in Item 9A	or 10A, as heretofore chan	ged, re	mains unchanged	and in full force	and effect	Ĺ
15A. NAME AN	ID TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE O	F CON	ITRACTING OFFIC	CER (Type or pri	int)	
See Attachmen	t 1- Signatures			Daniel Trimboli, Contrac in	g Office	er			
15B. CONTRA	CTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF	AME	RICA		16C. DA	ATE SIGNED
				DANIEL TI	RIN	1BOLI Dig	gitally signed te: 2023.07.17	by DANIE 14:36:56	EL TRIMBOLI 6 -04'00'
(Si	ignature of person authorized to sign)			(Signatu	re of C	ontracting Officer)			

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INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) <u>Item 1 (Contract ID Code)</u>. Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) <u>Item 6 (Issued By)</u>. Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number Dated), and 10, (Modification of Contract/Order Number Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1)	Accounting (classification	
	Net increase	9)

(2)	Accounting classification	
	Net decrease	\$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) <u>Item 14 (Description of Amendment/Modification)</u>.
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$	
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(ii) Total	contract	price	decreased	by	\$.	
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- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) <u>Item 16B</u>. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

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AMENDMENT OF SOLICITATION	V/MODIFICATIO	N OF CONTRACT	1. Con	ITRACT ID C	CODE	Pad	GE OF PAGES
						1	I 1
2. AMENDMENT/MODIFICATION NO. PA-0001	3. EFFECTIVE DATE Refer to Block 160	REQUISITION/PURCHAS	E REQ. No		5. PROJECT NO HCATS SE	*	.ICABLE)
6. Issued By Code		7. ADMINISTERED BY	(If other th	nan Item 6)	Code		
General Services Administration	n				,		
Federal Acquisition Service							
One World Trade Center, 55th F	loor						
New York, NY 10007							
,							
8. Name and Address of Contractor (No., street, county	, State and ZIP Code	•	(x)	9А. Аме	NDMENT OF SOLIC	ITATION I	No.
Ideation, Inc.				9B. DATE	ED (SEE ITEM 11)		
1768 Business Center Drive, S	uite 230			10A Mo	D FICATION OF CO	NITO A OT	Oppro No
Reston, VA 20190-5349			Х	l	B19D0006	JN I RAC I/	ORDER NO.
•			^	~	TED (SEE ITEM 13	3	
CODE	FACILITY CODE			l	26, 2019	-	
		TO AMENDMENTS OF	SOLICI.				
The above numbered solicitation is amended as				1 7 1 1	is extended		is not extended.
Offers Offer's must acknowledge receipt of this amendment pri		·			L		
(a) By completing Items 8 and 15, and returning (c) By separate letter or telegram which includes a refer AT THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received page 12. ACCOUNTING AND APPROPRIATION DATA (If re	ence to the solicitation and FOFFERS PRIOR TO THI already submitted, such ch prior to the opening hour a	d amendment numbers. FAILUF E HOUR AND DATE SPECIFIED nange may be made by telegram	RE OF YO D MAY RE	UR ACKNO	OWLEDGEMEN REJECTION OF	T TO BE	RECEIVED OFFER. If by
		MODIFICATIONS OF CO			,		
		ORDER NO. AS DESCRI					
[] A. THIS CHANGE ORDER IS ISSUED PURSI NO. IN ITEM 10A.	JANT TO: (Specify autho	ority) THE CHANGES SET FOR	TH IN ITE	M 14 ARE	MADE IN THE	CONTRA	ACT ORDER
[] B. THE ABOVE NUMBERED CONTRACT/OR date, etc.) SET FORTH IN ITEM 14, PURS			CHANG	ES (such a	s changes in pa	ying offic	e, appropriation
[] C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUAN	NT TO AUTHORITY OF :					
[X] D. OTHER (Specify type of modification and au	thority)						
Mutual agreement of the parties							
E. IMPORTANT: Contractor is no 14. DESCRIPTION OF AMENDMENT/MODIFICAT	t, X is required	to sign this document and	d return	CO	pies to the is		
14. DESCRIPTION OF PRINCIPAL INCOMPONE	(Organized by OOI .	section readings, including solic	itation/coi	ili act subje	ct matter where	icasibic.	,
The purpose of this modification is: A. To add the following clauses to all HCaTS consurveillance Services or Equipment (Aug 2019), Contracting for Certain Telecommunications and B. Update the NAICS codes size standards. C. Submit a signed copy of this modification with D. All other terms and conditions of the contract	pursuant to Class Devi Video Surveillance Se the completed represe	ation CD-2019-11, issued A rvices or Equipment (AUG 2	ugust 13 019), as	, 2019. 2 prescribe	. FAR clause and in FAR 4.21	52.204-: 05(b).	25, Prohibition o
Except as provided herein, all terms and conditions of the	e document referenced in	item 9A or 10A, as heretofore ch	nanged, re	emains unc	changed and in f	ull force a	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C	ONTRAC	TING OFF	ICER (Type or p	rint)	
Gopal Raja, President		Nasim Lashanine	jad, Co	ontracti	ing Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA	<u>r</u>	Digitalli		DATE SIGNED
(b) (6)	9/25/2019	Nasim	٨.	.)	Digitally si Lashanine Date: 2019	jad	·
(Signature of person authorized to sign)		BY Lashanin	leja	off cer)	-04'00'	10.01	V 2. T 1. I I

Summary of Changes

SECTION I:

I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT

Section I.2.3.7 and I.2.3.8 have been added.

I.2.3.7 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.2.3.8 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--
 - (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

SECTION H:

H.4.1 HCaTS SB NAICS CODES

FROM:

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$11M and \$15M).

POOL 1: \$11M SMALL BUSINESS SIZE STANDARD								
NAICS CODE	NAICS TITLE							
<u>611430</u>	Professional and Management Development Training							
611699	All Other Miscellaneous Schools and Instruction							
624310 Vocational Rehabilitation Services								
POOL 2: \$15M SMALL BUSINESS SIZE STANDARD								
NAICS CODE	NAICS TITLE							
541611	Administrative Management and General Management Consulting Services							
<u>541612</u>	<u>Human Resources Consulting Services</u>							
541613	Marketing Consulting Services							
541618	Other Management Consulting Services							
611710	Educational Support Services							

TO:

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$12M and \$16.5M).

	POOL 1: \$12M SMALL BUSINESS SIZE STANDARD									
NAICS CODE	NAICS TITLE									
611430	Professional and Management Development Training									
611699	All Other Miscellaneous Schools and Instruction									
624310	624310 Vocational Rehabilitation Services									
POOL 2: \$16.5M SMALL BUSINESS SIZE STANDARD										
NAICS CODE	NAICS TITLE									
541611	Administrative Management and General Management Consulting Services									
<u>541612</u>	Human Resources Consulting Services									
541613	Marketing Consulting Services									
541618	Other Management Consulting Services									
611710	Educational Support Services									

END OF SUMMARY OF CHANGES

PA0002	3. EFFECTIVE DATE REFER TO BOX 16C	REQUISITION/PURCHASE	REQ. NO		5. PROJECT NO HCATS). (IF APPLICABLE)
Issued By Code		7. ADMINISTERED BY	(If other th	nan Item 6		
ENERAL SERVICES ADMINISTRATI EDERAL ACQUISITION SERVICE WORLD TRADE CENTER, 55 TH FL EW YORK, NY 10007	ON					
me and Address of Contractor (No., street, county, Sta	ate and ZIP Code		(x)	9A. Ame	ENDMENT OF SOLIC	CITATION NO.
ation, Inc. 8 Business Center Drive Suit TON, VA, 20190-5349	e 230		Х	10A. Mo No. 47(ED (SEE ITEM 11) DD FICATION OF CO QREB19D000 TED (SEE ITEM 13	ONTRACT/ORDER
CODE	FACILITY CODE			7/26	/2019	•
The above numbered solicitation is amended as		TO AMENDMENTS OF		TATION	is extended	is not extended
IT MODIFIES A. THIS CHANGE ORDER IS ISSUED PURS NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/OR date, etc.) SET FORTH IN ITEM 14, PURS X] C. THIS SUPPLEMENTAL AGREEMENT IS E 52.243-1 Changes-Fixed-Price(Aug 1987)- Alter	F OFFERS PRIOR TO THE already submitted, such chaprior to the opening hour an equired) APPLIES ONLY TO MACHINE CONTRACT/CEUANT TO: (Specify authority and the contract of the AUTHORITY TO THE AUTHORITY TO THE AUTHORITY TO THE AUTHORITY TO THE AUTHORITY THE DINTO PURSUAN Emate I (Apr 1984)	E HOUR AND DATE SPECIFIED THE PROPERTY OF FAR 43.103(b).	NTRACE BED IN TH IN ITE	CTS/ORI	DERS, 4. MADE IN THE	YOUR OFFER. If by letter makes reference
D. OTHER (Specify type of modification and a second	ot, x is required to the control of	to sign this document an section headings, including solic				
SEE SUMMARY OF CHANGES (ATTACHED)						
	he document referenced in	item 9A or 10A, as heretofore o	hanged, i	remains un	nchanged and in	full force and effect.
5A. NAME AND TITLE OF SIGNER (Type or print)	he document referenced in	item 9A or 10A, as heretofore of 16A. NAME AND TITLE OF C	ONTRAC	TING OFF	FICER (Type or p	orint)
5A. NAME AND TITLE OF SIGNER (Type or print) Gopal Raja, President		16A. NAME AND TITLE OF C	ONTRAC	TING OFF	FICER (Type or p	orint)
Except as provided herein, all terms and conditions of to 15A. NAME AND TITLE OF SIGNER (Type or print) Gopal Raja, President 15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)	he document referenced in 15C. DATE SIGNED 1/27/2021	16A. NAME AND TITLE OF C	ONTRAC O, CON MERICA	TING OFF	FICER (Type or p ING OFFICE) Digitally sig Lashaninej	nint) R 16C. DATE SIGNED Thed by Nasim

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243

Summary of Changes

SECTION C:

C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

FROM:

The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management (excluding payroll)
- HR Development
- Employee relations
- Labor relations
- Separation management

The scope of KSA 2 excludes payroll processing, benefits management, and personnel action processing, which are provided through Public and Private Shared Service Centers (SSCs).

TO:

The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management
- HR Development
- Employee relations
- Labor relations
- Separation management

C.3.5 SERVICES NOT IN SCOPE

The following sentence has been deleted:

"At no time shall an OCO award a task order and a Contractor provides a learning management system(s)."

SECTION G:

The following section has been added.

G.3.11 INDUSTRIAL OPERATIONS ANALYST (IOA)

The HCaTS PMO may designate IOAs for HCaTS contracts and task orders. The IOA is a GSA Government official who assesses Contractor records and conducts Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist the Contractor with task order reporting, Contract Access Fee (CAF) management, and other general contract administration functions deemed necessary by the Government.

SECTION I:

- ➤ The following clause has been updated (for HCaTS SB and HCaTS 8(a))
 - 52.219-14 Limitations on Subcontracting (Mar 2020)
- ➤ The following clause has been updated:
 - 52.215 2 Audit and Records Negotiation (Jun 2020)

END OF SUMMARY OF CHANGES

AMENDMENT OF SOLICITATION	I/MODIFICATION	OF CONTRACT	CONTRACT ID	CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. Requisition/Purchasi	PEO NO	5 DROJECT NO	1 1 . (IF APPLICABLE)
PA-0003	Refer to Block 16C	• · · · · · · · · · · · · · · · · · · ·	E REQ. NO.	HCATS SE	
6. Issued By Code		7. ADMINISTERED BY	(If other than Item 6) Code	
General Services Administration Federal Acquisition Service	n				
One World Trade Center, 55th F New York, NY 10007	loor				
8. Name and Address of Contractor (No., street, county	, State and ZIP Code		(x) 9A. Am	ENDMENT OF SOLIC	ITATION NO.
Ideation, Inc.			9B. DAT	TED (SEE ITEM 11)	
1768 Business Center Drive Su	ite 230		I .		NTRACT/ORDER No.
Reston, VA, 20190-5349				EB19D0006 ATED (SEE ITEM 13)
CODE	FACILITY CODE		MArc	h 25,2021	
11. THIS ITE	M ONLY APPLIES T	O AMENDMENTS OF			
The above numbered solicitation is amended as				is extended	is not extended.
(c) By separate letter or telegram which includes a reference at THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer at the solicitation and this amendment, and is received pt. ACCOUNTING AND APPROPRIATION DATA (If received the solicitation and the same of the solicitation and the solicitation and the same of the solicitation and the same of the solicitation and the	OFFERS PRIOR TO THE already submitted, such cha prior to the opening hour and	HOUR AND DATE SPECIFIED ange may be made by telegram	MAY RESULT IN	REJECTION OF	YOUR OFFER. If by
		ODIFICATIONS OF CO		•	
[] A. THIS CHANGE ORDER IS ISSUED PURSUNO. IN ITEM 10A.					CONTRACT ORDER
[X] B. THE ABOVE NUMBERED CONTRACT/ORI date, etc.) SET FORTH IN ITEM 14, PURSI FAR 42.1203			CHANGES (such a	as changes in pay	ring office, appropriation
[] C. THIS SUPPLEMENTAL AGREEMENT IS EN	NTERED INTO PURSUANT	TTO AUTHORITY OF :			
[] D. OTHER (Specify type of modification and au	thority)				
E. IMPORTANT: Contractor X is no	t, is required to	sign this document and	d return co	pies to the is	suing office.
14. DESCRIPTION OF AMENDMENT/MODIFICAT				ect matter where	feasible.)
See Summary of Changes.					
See Summary of Changes.					
Except as provided herein, all terms and conditions of the	e document referenced in ite	em 9A or 10A, as heretofore ch	nanged, remains un	changed and in fu	Ill force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C	ONTRACTING OF	FICER (Type or p	rint)
		Nasim Lashaninej	ad, Contract	ing Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AN	MERICA		16C. DATE SIGNED
		Nasim		Digitally sig Lashanineja	hed by Nasim
		[₿] Lashanine	iad		ia 03.25 14:16:12 -04'0
(Signature of person authorized to sign)		(Signature of	Contracting Officer)	Successor 1.	15.25 1 1110.12 040

Summary of Changes

SECTION H:

H.7 LIMITATIONS ON SUBCONTRACTING

FROM:

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. FAR 52.219-14 will be monitored and strictly enforced by the HCaTS 8(a) CO.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with FAR 52.219-14, the OCO may tailor this section at the task order level.6

TO:

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. Class deviation 52.219-14 (2020-19) will be enforced at the master IDIQ level and for each Period of Performance of the contract. Based on the Class deviation, a similarly situated entity has the same small business program status as that which qualified the prime contractor for the award. Any work subcontracted to subcontractors not similarly situated will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with Class Deviation 52.219-14 (2020-19), the OCO may tailor this section at the task order level.

SECTION I:

The FAR clause 52.219-14, Limitation on Subcontracting, has been replaced with Class Deviation 52.219-14 Limitations on Subcontracting (CD 2020-19) (Oct 2020)

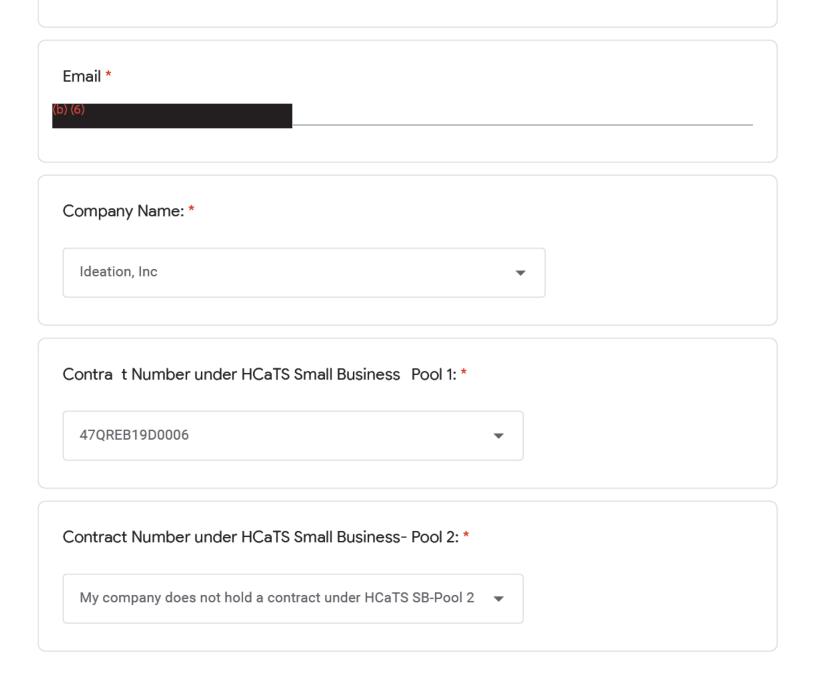
END OF SUMMARY OF CHANGES

AMENDMENT OF SOLICITATION	1. Con	ITRACT ID C	ODE	PAGE OF PAGES				
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REO NO	· I	5 PROJECT NO	1 1		
PA-0004	Refer to Block 160		4. REQUISITION FUNCHASE REQ. NO.			5. PROJECT No. (IF APPLICABLE) HCATS SB		
6. Issued By Code		7. ADMINISTERED BY	(If other th	nan Item 6)	Code			
General Services Administratio	n				_			
Federal Acquisition Service								
One World Trade Center, 55th F New York, NY 10007	loor							
8. Name and Address of Contractor (No., street, county	, State and ZIP Code		(x)	9A. AME	NDMENT OF SOLICE	TATION NO.		
Ideation, Inc.				9B DATE	ED (SEE ITEM 11)			
1768 Business Center Drive Su	ite 230			OB. DATE	COCCTICAL TT)			
			.,	l		NTRACT/ORDER NO.		
Reston, VA, 20190-5349 "			X		B19D0006 TED (SEE TEM 13)			
CODE	FACILITY CODE			l	, 2021			
		TO AMENDMENTS OF		TATION	S			
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Offer's must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning (c) By separate letter or telegram which includes a refer AT THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received p 12. ACCOUNTING AND APPROPRIATION DATA (If re	copies of the amendme ence to the solicitation and OFFERS PRIOR TO THE already submitted, such charior to the opening hour al	nt; (b) By acknowledging receip I amendment numbers. FAILUR E HOUR AND DATE SPECIFIED ange may be made by telegram	ot of this a RE OF YO MAY RE	mendment UR ACKNO SULT IN F	on each copy of OWLEDGEMENT REJECTION OF Y	the offer submitted; or TO BE RECEIVED OUR OFFER. If by		
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IT MODIFIES [] A. THIS CHANGE ORDER IS ISSUED PURSUED.		ORDER NO. AS DESCRI				CONTRACT ORDER		
NO. IN ITEM 10A.	orate to . (opeon) duale	may) The orbitales self for			WINDE IN THE C	on on on on one		
[] B. THE ABOVE NUMBERED CONTRACT/ORI	[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation							
date, etc.) SET FORTH IN ITEM 14, PURSI	JANT TO THE AUTHORIT	TY OF FAR 43.103(b).						
[X] C. THIS SUPPLEMENTAL AGREEMENT IS EN		IT TO AUTHORITY OF :						
Mutual Agreement of the P [] D. OTHER (Specify type of modification and au	arties							
[] b. Offick (Specify type of modification and au	uionty)							
E. IMPORTANT: Contractor is no 14. DESCRIPTION OF AMENDMENT/MODIFICAT		to sign this document and section headings, including solici						
See Summary of Changes (attac	hed)							
Except as provided herein, all terms and conditions of the	e document referenced in i	item 9A or 10A, as heretofore ch	nanged, re	emains unc	hanged and in ful	II force and effect.		
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C	ONTRAC	TING OFF	ICER (Type or pr	int)		
Contractor Signature Documen								
-	Daniel Trimbol	i, Con	tractin	g Officer				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AM	MERICA			16C. DATE SIGNED		
		DANIEL TR	RIME	BOLI	Digitally signe Date: 2021.06.	d by DANIEL TRIMBOL 24 15:00:45 -04'00'		
(Signature of person authorized to sign)		(Signature of (Contractir	g Officer)				

HCaTS Master Contracts Modification - June 2021

This form must be completed by an authorized negotiator for your company's HCaTS contract.

An authorized negotiator is also referred as a Key Personnel under the HCaTS Contracts.



Contra t Number under HCaTS Unrestri ted Pool 1: *
My company does not hold a contract under HCaTS U Pool 1 ▼
Contract Number under HCaTS Unrestricted- Pool 2: *
My company does not hold a contract under HCaTS U-Pool 2 ▼
Your email Address: (the person signing this form must be an authorized negotiator on the selected contract) * (b) (6)
Your First and Last Name * (b) (6)
Do you authorize the Government to in orporate the HCaTS Master Contra t Modifi ation Jun 2021 to the above sele ted ontra t(s)? By hoosing YES, you AGREE to in orporate the HCaTS Modifi ation (Jun 2021) to the above sele ted ontra t(s) as a bilateral modifi ation. This form serves as the onsent in lieu of the ontra tors' signature. *
Yes - I concur the changes as a result of the incorporation of the HCaTS Modification (Jun-2021) No

This form was created inside of GSA.gov.

Google Forms

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Co	NTRACT ID (CODE	Page	E OF PAGES
						1	1
2. AMENDMENT/MODIFICATION NO. PA-0006	3. EFFECTIVE DATE 09-16-2022	4. REQUISITION/PURCHASE	Requisition/Purchase Req. No. FORCE FORCE			O. (IF APPLI	CABLE)
6. Issued By Code		7. ADMINISTERED BY	(If other t	han Item 6	Code		
GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON, DC 20406							
8. Name and Address of Contractor (No., street, county	, State and ZIP Code		(x)	9A. Ame	NDMENT OF SOLI	CITATION N	0.
IDEATION, INC. 1768 BUSINESS CENTER DRIVE SU	ITE 230			9B. DAT	ED (SEE ITEM 11))	
RESTON, VA 201905349			Х	10A. Modification of Contract/Order No. 47QREB19D0006 10B. DATED (SEE ITEM 13)			RDER NO.
CODE	FACILITY CODE			1	6, 2019		
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLICI				
The above numbered solicitation is amended as					is extended	İS	not extended.
Offers Offers Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If re	quiicaj						
	PPLIES ONLY TO MOD THE CONTRACT/ORD				•		
[] A. THIS CHANGE ORDER IS ISSUED PURSUNO. IN ITEM 10A.						CONTRA	CT ORDER
[X] B. THE ABOVE NUMBERED CONTRACT/ORG date, etc.) SET FORTH IN ITEM 14, PURSU FROM: Ideation Inc. 1768 Business Center: Reston, VA 20190-5349 TO: 12120 Sunset Hills Ros Suite 510 Reston, VA 20190-5349 All other terms and contractions	JANT TO THE AUTHORITY O Drive , USA ad , USA	F FAR 43.103(b).	ECHANG	ES (such a	is changes in pa	ying office	, appropriation
[] C. THIS SUPPLEMENTAL AGREEMENT IS EN							
D. OTHER (Specify type of modification and au	thority)						
E. IMPORTANT: Contractor X is not		ign this document and			ppies to the is		
14. DESCRIPTION OF AMENDMENT/MODIFICAT The above number contract is modified as for		on headings, including solic	itation/co	ntract subje	ect matter where	e feasible.)	
The contractor's address is hereby modified as fo	llows:						
FROM: Ideation Inc. 1768 Business Center Drive Reston, VA 20190-5349, USA							
TO: 12120 Sunset Hills Road Suite 510 Reston, VA 20190-5349, USA							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

All other terms and conditions remain the same

(Signature of person authorized to sign)			(Signature of Contracting Officer	·)	
		BY .			10 13.27.39 -04 00
			7		16 13:27:59 -04'00'
			DANIEL TRIMBOLI	TRIMBOLI	
			DANIEL TOMADOLI	Digitally signe	U DY DAINILL
				Digitally signe	d by DANIEI
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA		16C. DATE SIGNED
		Dar	niel Trimboli, Contracting	Officer	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A.	NAME AND TITLE OF CONTRACTING OF	-FICER (Type or pr	int)
15A NAME AND TITLE OF SIGNED (Type or print)		161	NAME AND TITLE OF CONTRACTING OF	TICED /Time or no	int\

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA,

FAR (48 CFR) 53.243

Α Β.	ACNIDMENT OF COLUCITATION/MA	ODIFICATION OF	CONTRACT	1. CONTRACT	ID Cope	Page of Pages
AIV	MENDMENT OF SOLICITATION/MO	DDIFICATION OF	CONTRACT	1. CONTRACT	ID CODE	1 3
2. AMENDMENT MOD FICATION P	/MODIFICATION NO. PS-A836	3. Effective Date SEE BLOCK 16C.	4. REQUISITION/PURCHASI	E REQ. No.	5. PROJECT NO	. (IF APPLICABLE)
6. Issued By	Code		7. ADMINISTERED BY	(If other than Ite	m 6) Code	
GENERAI	Services Administration PRODUCTS CENTER PROGRAMS DIV. TON DC 20406		Contractin	g Office	r	
8. Name and Add	dress of Contractor (No., street, county, State and	ZIP Code	-	(x) 9A.	AMENDMENT OF SOLIC	ITATION NO.
	ON, INC. JSINESS CENTER DRIVE SUITE	230		9B. I	DATED (SEE ITEM 11)	
RESTON,	VA 201905349			10A. MODIFICATION OF CONTRACT/ORDER NO. 47QREB19D0006		
CODE		FACILITY CODE		J	DATED (SEE ITEM 13 Tul 26, 201	9
			AMENDMENTS OF SO			
(a) By comple inc separate letter or DESIGNATED F desire to change is received prior	telegram which includes a reference to the solicite OR THE RECEIPT OF OFFERS PRIOR TO THE I an offer already submitted, such change may be read to he opening hour and date specified. NG AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIT MODIFIES THE ALTHOUGH AND PROPERTION OF THE ALTHOUGH AND PROPERT	ur and date specified in the amendment; (b) By a stion and amendment numerous AND DATE SPECIFICATION OF THE SUMMER OF THE SUMER OF TH	be solicitation or as amended, by acknowledging receipt of this amenders. FAILURE OF YOUR ACK FIED MAY RESULT IN REJECT, provided each telegram or letter of the provided each telegram or letter or letter of the provided each telegram or letter or letter of the provided each telegram or letter or	one of the followendment on each NOWLEDGEME TON OF YOUR or makes referen RACTS/ORE DIN ITEM 14 AF CHANGES (such	h copy of the offer such that the offer such t	ED AT THE PLACE of this amendment you and this amendment, and ONTRACT ORDER NO.
	D. OTHER (Specify type of modification and au	ithority)				
14. DESCRIPTION	ANT: Contractor is no ON OF AMENDMENT/MODIFICATION (Organized ag Adequate COVID-19 Safetyed	by UCF section headings	,	ubject matter wh	<u> </u>	suing office.
Except as provid	ed herein, all terms and conditions of he documer	it referenced in item 9A or	10A, as heretofore changed, re-	mains unchange	d and in full force an	d effect.
15A. NAME AND (b) (6) Sr. Bus	D TITLE OF SIGNER (Type or print) siness Administrator DN, INC.	N TOTAL STATE OF THE STATE OF T	16A. NAME AND TITLE OF C Nasim Lashanin Contracting Of	ONTRACTING (ejad		
15B. CONTRAC		15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE SIGNED
	ed Electronically	Oct 29, 2021	Signed E			Oct 29, 2021
(Sig	nature of person authorized to sign)		By (Signature of	Contracting Off	icer)	1

This contract is hereby modified to incorporate Federal Acquisition Regulation (FAR) clause **52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.**

CLAUSES

CLAUSE 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
- (b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
- (c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc 20210922.pdf.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the

date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

			T	_	
AMENDMENT OF SOLICITATION/M	ODIFICATION OF	CONTRACT	1. CONTRACT ID	CODE	Page of Pages
2. AMENDMENT/MODIFICATION NO. MOD FICATION PS-A823	3. Effective Date SEE BLOCK 16C.	4. REQUISITION/PURCHAS	E REQ. No.	5. PROJECT NO.	. (IF APPLICABLE)
6. Issued By Code		7. ADMINISTERED BY	(If other than Item	6) Code	
General Services Administration GENERAL PRODUCTS CENTER SPECIAL PROGRAMS DIV. WASHINGTON DC 20406		Contractin	g Officer		
8. Name and Address of Contractor (No., street, county, State and	ZIP Code		(x) 9A. AM	ENDMENT OF SOLIC	ITATION NO.
IDEATION, INC. 1768 BUSINESS CENTER DRIVE SUITE	230		9B. DA	TED (SEE ITEM 11)	
RESTON, VA 201905349			10A. Mod Fication of Contract/Order No. 47QREB19D0006		
CODE	FACILITY CODE		Ju	ATED (SEE ITEM 13) 1 26, 2019	
11. THIS ITEM The above numbered solicitation is amended as		AMENDMENTS OF SO			
separate letter of telegram which includes a reference to the solicite DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE I desire to change an offer already submitted, such change may be r is received prior to he opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)	f the amendment; (b) By a ation and amendment num HOUR AND DATE SPECI nade by telegram or letter,	cknowledging receipt of his am bers. FAILURE OF YOUR ACK FIED MAY RESULT IN REJECT	endment on each on NOWLEDGEMEN' TION OF YOUR OF the makes reference	copy of the offer sure TO BE RECEIVE FER. If by virtue of to the solicitation a	ED AT THE PLACE If this amendment you
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date, etc.) SET FORTH IN ITEM 14, PURS			CHANGES (SUCITA	is changes in payi	ід опісе, арргорпацоп
X C. THIS SUPPLEMENTAL AGREEMENT IS EN	NTERED INTO PURSUAN	T TO AUTHORITY OF:	FAR 43.103	(a)	
D. OTHER (Specify type of modification and au	thority)				
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Except as provided herein, all terms and conditions of he documer 15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) President IDEATION, INC.	it referenced in item 9A or	10A, as heretofore changed, re 16A. NAME AND TITLE OF C Nasim Lashanin Contracting Of	ONTRACTING OF ejad		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE SIGNED
Signed Electronically	Sep 01, 2020	Signed E			Sep 01, 2020
(Signature of person authorized to sign)		By (Signature of	Contracting Office	er)	

Block 14 – Continued

This contract is hereby modified to incorporate revised Federal Acquisition Regulation (FAR) clause 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)*. This supersedes any previous version(s) of the clause included in the contract.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(a) Definitions. As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow

the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) *Exceptions*. This clause does not prohibit contractors from providing -
 - (1) A service that connects to the facilities of a thirdparty, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.
 - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the

report provided at https://dibnet.dod.mil.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.